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UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

In re
PG&E CORPORATION,
Debtor-in-Possession.
Case No. 19-30088-DM
Chapter 11
Hon. Dennis Montali

In re
DALMIA GAS AND ELECTRIC
Case No. 19-30089-DM
Chapter 11
Hon. Dennis Montali

AGGREKO'S RESPONSE TO CERTAIN FIRST DAY MOTIONS

Date: January 31, 2019

Time: 10:00 a.m.

Ctrm: 450 Golden Gate Ave., 16th Floor
San Francisco, CA 94102

22 Aggreko hereby files its Response to Certain First Day Motions and in support thereof
23 states as follows:

On January 29, 2019, the above-captioned Debtors (the “Debtors”) filed voluntary chapter 11 bankruptcy petitions and seventeen first-day motions, including the Lien Claimants Motion (Dkt. No. 13)¹, the Operational Integrity Suppliers Motions (Dkt. No. 12), the DIP Financing Motion and related Seal Motion (Dkt. Nos. 23, 25), and the NOL Motion (Dkt. No. 10).

¹ All docket reference numbers are to Case No. 19-30088.

1 1. **Lien Claimants Motion:** The Lien Claimants Motion seeks authority for the
2 Debtors to pay prebankruptcy obligations totaling \$54,700,000 owed to providers of maintenance
3 and repair services that may be permitted to assert liens (e.g. materialmen's/mechanics' liens)
4 against Debtors' property and equipment if Debtors fail to pay prebankruptcy amounts owed to
5 those parties.² Debtors seek authority to pay and discharge, on a case-by-case basis, the lien claims
6 that Debtors believe have created, or could give rise to, a lien against Debtors' property or
7 equipment, regardless of whether the lien claims arose prior to or after the bankruptcy filing date.
8 Aggreko supports the Lien Claimants Motion so long as it encompasses the unpaid work Aggreko
9 completed for Debtors prior to January 29, 2019, which totals approximately \$2,853,342.50.
10 Aggreko is informed and believes that an as-yet quantified portion of these unpaid, prebankruptcy
11 sums relate to its provision of maintenance and repair services to Debtors with respect to which
12 Aggreko may be permitted to assert liens, including materialmen's and mechanics' liens against
13 Debtors' property and equipment if Debtors fail to pay these prebankruptcy amounts owed to
14 Aggreko. To the extent the Lien Claimants Motion seeks to exclude Aggreko from payment,
15 Aggreko reserves the right to object to the interim and final relief sought in such Motion and to file
16 an objection to the Lien Claimants Motion.

17 2. **Operational Integrity Suppliers Motion:** The Operational Integrity Suppliers
18 Motion seeks authority for Debtors to pay pre-bankruptcy obligations totaling \$116,200,000
19 (approx. 5.5% of Debtors' total \$2.1 billion trade debt as of the bankruptcy filing) owed to certain
20 vendors, suppliers, service providers, and the like that are deemed by Debtors to be essential to
21 protecting the public health and safety and maintaining the going-concern value and integrity of
22 Debtors' business and operations. Debtors define the "Operational Integrity Suppliers" as
23 companies that fall into three primary categories: (i) companies that provide goods and services
24 necessary for safe and reliable electric and natural gas service; (ii) companies that provide goods
25 and services related to outages; and (iii) companies that provide goods and services in connection
26 with Debtors' operation and decommissioning of their nuclear reactor power units. Aggreko is

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² The Lien Claimants Motion also seeks authority to pay an additional \$10,800,000 to natural gas shippers and natural gas storage facilities providers.

1 informed and believes that an as-yet unquantified portion of the prebankruptcy amount owed by
2 Debtors to Aggreko satisfies one or more of the categories specified in the Operational Integrity
3 Suppliers Motion. Aggreko supports the Operational Integrity Suppliers Motion, to the extent it
4 encompasses those services provided to Debtors by Aggreko that fall within the scope of the
5 Operational Integrity Suppliers Motion. To the extent the Operational Integrity Suppliers Motion
6 seeks to exclude Aggreko from payment, Aggreko reserves the right to object to the interim and
7 final relief sought in such Motion and to file an objection to the Operational Integrity Suppliers
8 Motion.

9 3. **DIP Financing Motion, Seal Motion, NOL Motion:** Aggreko is unaware at this
10 time of any objection to the DIP Financing Motion, Seal Motion, and/or NOL Motion. However,
11 in an abundance of caution, Aggreko reserves its rights to object to these Motions and the relief
12 sought therein.

13 Dated: January 30, 2019

FINESTONE HAYES LLP

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15 By: Jennifer C. Hayes
16 Jennifer C. Hayes
17 Attorneys for Creditor Aggreko